

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO.: 0411815GAO

AT&T CORP.,

*
*
*

Plaintiff

*
*
*
*
*
*

vs.

GENERAL INSULATION COMPANY,

Defendant

*

**PLAINTIFF'S REPLY TO DEFENDANT'S COUNTER CLAIM AND PLAINTIFF'S
AFFIRMATIVE DEFENSES**

NOW comes the Plaintiff, AT&T CORP., and makes answer to the Defendant's Counterclaim as follows:

1. Plaintiff admits that on or about February 13, 2002, the Defendant executed and delivered to AT&T a Master Agreement, AT&T Contract Tariff Service Order Attachment, AT&T Service Order Attachment-Voice/Data Services (hereinafter the "Agreement") pursuant to which the Defendant agreed to pay to AT&T all amounts due together with interest, costs and attorneys' fees in connection with the Defendant's purchase of services from AT&T and denies the rest of the allegations contained in Paragraph 1 of the Defendant's Counterclaim.
2. Plaintiff denies the allegations contained in Paragraph 2 of the Defendant's Counterclaim.
3. Plaintiff denies the allegations contained in Paragraph 2 of the Defendant's Counterclaim.
4. Plaintiff denies the allegations contained in Paragraph 4 of the Defendant's Counterclaim.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Defendant's Counterclaim fails to state a claim upon which relief can be granted and, therefore, should be dismissed pursuant to Rule 12 of the Massachusetts Rules of Civil

Procedure.

SECOND AFFIRMATIVE DEFENSE

The Defendant has breached the terms and conditions of its agreement with the Plaintiff and, therefore, can recover nothing.

THIRD AFFIRMATIVE DEFENSE

By its own actions, conduct and agreements the Defendant has waived any claims it may have against the Plaintiff.

FOURTH AFFIRMATIVE DEFENSE

By its own actions, conduct and agreements, the Defendant is estopped from asserting any claims against the Plaintiff.

FIFTH AFFIRMATIVE DEFENSE

To the extent that the Plaintiff had any obligations to the Defendant, such obligations have been fully, completely and properly performed in every respect, and, therefore, the Defendant is not entitled to recover in this action.

SIXTH AFFIRMATIVE DEFENSE

The Defendant has not set forth any recoverable damages which occurred as a result of any acts or omissions of the Plaintiff.

SEVENTH AFFIRMATIVE DEFENSE

The Defendant's request for relief is barred by the equitable doctrine of unclean hands and by public policy.

EIGHTH AFFIRMATIVE DEFENSE

The Defendant's claim is barred by the applicable statute of limitations, and, therefore, the Defendant can recover nothing.

NINTH AFFIRMATIVE DEFENSE

The Defendant's claim is barred or reduced by the terms and agreements by and between the parties which are incorporated by reference and, therefore, can recover nothing.

TENTH AFFIRMATIVE DEFENSE

The Plaintiff did not engage in unfair and deceptive conduct and so the Defendant is not entitled to multiple damages or attorney's fees.

ELEVENTH AFFIRMATIVE DEFENSE

The Defendant's claim should be set off by the amount claimed by the Plaintiff in its Complaint which is incorporated by reference, and, therefore, the Defendant can recover nothing and owes money to the Plaintiff.

WHEREFORE, the Plaintiff requests that this Honorable Court find in favor of the Plaintiff, dismiss the Defendant's Answer and Counterclaim, and award damages, costs, interest and attorney's fees to the Plaintiff.

Respectfully submitted
AT&T Corp.,
By its attorneys,

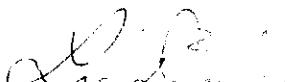
Date: 10/12/04


John J. Dussi BBO #546355
Lisa B. Dickstein, BBO#643314
COHN & DUSSI, LLC
25 Burlington Mall Road, 6th Floor
Burlington, MA 01803
(781) 494-0200

CERTIFICATE OF SERVICE

I, Lisa B. Dickstein, Esq. of the law firm of Cohn & Dussi, LLC, attorney for the Plaintiff, AT&T CORP., in the forgoing action, hereby certify that I have this day served a copy of the *Plaintiff's Reply to Defendants' Counter Claim and Plaintiff's Affirmative Defenses* attached hereto upon persons listed below, by first-class mail, postage pre-paid.

Date: 10/12/04


Lisa B. Dickstein

Persons served:

Brian Brady, Esq.
Brady & Brady
50 Congress Street - Suite 225
Boston, MA 02109